

Phone1, Inc.

100 North Biscayne Boulevard, 25th Floor

Miami, Florida 33132

Issued by: Jon Leath, Director-Operator Services/Regulatory

Kentucky Tariff No. 1

Original Page 1

RESALE COMMON CARRIER SERVICE

Issued: August 11, 2004

Effective: September 10, 2004

TITLE SHEET

KENTUCKY

TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the resale of telecommunication services provided by Phone1, Inc. with offices at 100 North Biscayne Boulevard, 25th Floor, Miami, Florida 33132.

This tariff applies for services furnished within the State of Kentucky. This tariff is on file with the Kentucky Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
09/10/2004
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)**

By 
Executive Director
KY0400

Phone1, Inc.

100 North Biscayne Boulevard, 25th Floor

Miami, Florida 33132

Issued by: Geren Anderson, Vice President of Business Development

Kentucky Tariff No. 1

3rd Revised Page 2Cancels 2nd Revised Page 2**RESALE COMMON CARRIER SERVICE**Issued: April 12, 2006Effective: April 13, 2006**CHECK SHEET**

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

PAGE	REVISION		PAGE	REVISION	
1	Original		21	Original	
2	3 rd Rev.	*	22	Original	
3	Original		23	Original	
4	Original		24	1 st Rev.	
5	Original		25	1 st Rev.	
6	1 st Rev.	*	26	2 nd Rev.	
7	1 st Rev.	*	26.1	1 st Rev.	
8	1 st Rev.	*	27	1 st Rev.	
9	Original		28	Original	
10	Original		29	1 st Rev.	
11	Original		29.1	Original	*
12	1 st Rev.	*	29.2	Original	*
13	Original		29.3	Original	*
14	1 st Rev.	*	29.4	Original	*
15	1 st Rev.	*	29.5	Original	*
16	Original		30	Original	
17	Original		31	Original	
18	1 st Rev.	*			
19	Original				
20	Original				

* - indicates those pages included with this filing.

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SYMBOLS

Changes to this tariff shall be identified on the revised page(s) through the use of symbols. The following are the only symbols used for the purposes indicated below:

- (C) To signify a change in regulation.
- (D) To signify a discontinued rate or regulation.
- (I) To signify an increase in rate or charge.
- (M) To signify material relocated from one page to another without change.
- (N) To signify a new rate or regulation.
- (R) To signify a reduced rate or charge.
- (T) To signify a change or regulation but no change in rate or charge.

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TARIFF FORMAT

- A. Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Kentucky PSC. For example, the 4th Revised Page 14 cancels the 3rd Revised Page 14.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets** - When a tariff filing is made with the Kentucky PSC, an updated check sheet accompanies the tariff filing. The check sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages).

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the Customer's telephone to a Phone1' designated switching center or point-of-presence.

Account Code - A numerical code, assigned to the Customer, to enable the Company to identify use of a service offering by the Customer and to bill the use of that service offering by the Customer. Multiple Account Codes may be assigned to the Customer to identify individual users or groups of users.

Aggregator - Any person, excluding local exchange carriers and cellular service providers, that, in the ordinary course of its operations, make telephones available to the public or to transient users of its premises, for intrastate telephone calls using a provider of operator services.

Authorization Code - A pre-defined series of numbers to be dialed by the Customer or End User upon access to the Company's system to notify the caller and validate the caller's authorization to use the services provided. The Customer is responsible for charges incurred through the use of his or her assigned Authorization Code

Available Usage Balance - The amount of usage remaining on a Prepaid Account at any particular point in time. Each Prepaid Account has an Initial Account Balance which is stated either in U.S. dollars or Call Units, depending upon the type of service. The Available Balance is depleted as services provided by the Company are utilized by the Customer.

(N)
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(N)

Calling Card - A billing arrangement whereby the originating caller may bill the charges for a call to an approved LEC-issued calling card. The terms and conditions of the local exchange carrier apply to payment arrangements.

Commission - Refers to the Kentucky Public Service Commission.

Company or Carrier - Refers to Phone1, Inc., unless otherwise clearly indicated by the context.

Customer - A person, firm, partnership, corporation or other entity which arranges for the Carrier to provide, discontinue or rearrange telecommunications services on behalf of itself or others; uses the Carrier's telecommunications services; and is responsible for payment of charges, all under the provisions and terms of this tariff.

Depletion - Real time reductions in the Available Usage Balance, based on usage of the customer Prepaid Account.

(N)
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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

End User - Any person, firm, partnership, corporation or other entity that uses the service of the Company under the terms and conditions of this tariff. The End User is responsible for payment unless the charges for the service utilized are paid by the Customer.

Equal Access - Where the local exchange Company central office provides interconnection to interexchange carriers with Feature Group D circuits. In such end offices, Customers can pre-subscribe their telephone line(s) to their preferred interexchange carrier.

Initial and Additional Period - The Initial Period denotes the interval of time allowed at the rate specified for a connection between given service points. The Additional Period denotes the interval of time used for measuring and charging for time in excess of the Initial Period.

Initial Usage Balance - The amount of usage on a Prepaid Account upon issuance and before any depleting call activity.

(N)
(N)

LATA - Local Area of Transport and Access.

Marks - A collective term to mean such items as trademarks, service marks, trade names and logos; copyrighted words, artwork, designs, pictures or images; or any other device or merchandise to which legal rights or ownership are held or reserved by an entity.

(N)
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(N)

Operator Dialed Surcharge - A charge which applies to operator assisted calls in addition to any other applicable service charge when the caller has the capability of dialing the billing number and/or the destination telephone number, but chooses to have the operator dial the number instead.

Operator Station Call - A service whereby the originating Customer uses the assistance of an operator to place or bill the call. Calls may be billed collect or to a telephone Company issued Calling Card, to an authorized commercial Credit Card, to a Company Travel Card, or to a Third Party. This category does not include calls placed on a Person-to-Person basis.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

Person-to-Person Call - A service whereby the person originating the call specifies to the Company operator a particular party to be reached. The Party may be an individual person, a particular mobile station, a particular station, room number, department or office to be reached through a PBX attendant.

Personal Identification Number (PIN) - See Authorization Code.

(N)

Phone1 - Refers to Phone1, Inc., unless otherwise clearly indicated by the context.

Prepaid Card - A card issued by the Company that provides the Customer with a Personal Identification Number and instructions for accessing the Carrier's network.

(N)

Prepaid Service Call - A service accessed via a "1-800" or other access code dialing sequence whereby the Customer or Authorized User dials all of the digits necessary to route a call. Network usage for each call is deducted from the available usage balance on a Company issued Prepaid Account.

Renewal - A method of replenishing a Prepaid Account's Available Usage Balance with additional minutes of usage as authorized and paid for by the Customer.

Sponsor - A corporation or other legal entity that exclusively permits the use of its Marks to the Company for use with telephone cards (prepaid or otherwise) or other merchandise, and contracts with the Company for the marketing of the services described herein.

Subscriber - Any person, firm, partnership, corporation, governmental agency or other entity that orders service from the Company on behalf of itself or on behalf of others. A Subscriber may, in the ordinary course of its operations, makes telephones available to transient users of its premises for placing of intrastate calls. The Subscriber has a pre-existing business arrangement with the Company and may also be a Customer.

(N)

Terminal Equipment - Telecommunications devices, apparatus and associated wiring on the Premises of the Customer.

Third Party Billing - A billing arrangement by which the charges for a call may be billed to a telephone number that is different from the calling number and the called number.

V & H Coordinates - Geographic points that define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage is used for the purpose of rating calls.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of Phone1, Inc.

Phone1 services and facilities are furnished for communications originating at specified points within the State of Kentucky under terms of this tariff.

Phone1 installs, operates, and maintains the communications services provided hereinunder in accordance with the terms and conditions set forth under this rate sheet. Phone1 may act as the Customer's agent for ordering access connection facilities provided by other entities, when authorized by the Customer, to allow connection of a Customer's location to the Phone1 network. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services and facilities are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.

2.2 Use

- 2.2.1** Services provided under this tariff may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited.
- 2.2.2** The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.3** A Customer may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

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SECTION 2 - RULES AND REGULATIONS

2.3 Limitations

- 2.3.1** Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.
- 2.3.2** Phone1 reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.
- 2.3.3** The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.3.4** All facilities provided under this tariff are directly or indirectly controlled by Phone1 and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.3.5** Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.4 Liabilities of the Company

- 2.4.1** The liability of the Company, if any, for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes omissions, interruptions, delays, errors, or other defects in transmission, or failures or defects in facilities furnished by the company in the course of furnishing service or arising out of any failure to furnish service shall in no event exceed an amount of money equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays or errors or defects in transmission occur and continue. However any such mistakes, omissions, interruptions, delays, errors or defects in transmission or service that are caused by or contributed to by the negligence or willful act of Customer, or which arise from the use of Customer-Provided Facilities or equipment shall not result in the imposition of any liability whatsoever upon the Company.
- 2.4.2** Phone1 shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to Acts of God, fires, flood or other catastrophes; atmospheric conditions or other phenomena of nature, such as radiation; any law, order, regulation, directive, action of request of the U.S. Government, or any other government, including state and local governments having jurisdiction over Phone1 or the services provided hereunder; national emergencies; civil disorder, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor problems or regulations established or actions taken by any court or government agency having jurisdiction over the Company or the acts of any party not directly under the control of the Company.

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$$\begin{array}{c} \text{(N)} \\ | \\ - \\ | \\ - \\ | \\ - \\ | \\ \text{(N)} \end{array}$$

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Billing and Payment for Service

2.5.1 Responsibility for Charges

Charges for installations, service connections, moves, and rearrangements, where applicable, are payable upon demand to the Company or its authorized agent. Billing thereafter will include recurring charges and actual usage as defined in this tariff.

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. In particular and without limitation to the foregoing, the Customer is responsible for any and all cost(s) incurred as the result of:

- A. any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company;
- B. any and all use of the service arrangement provided by the Company, including calls which the Customer did not individually authorize;
- C. any calls placed by or through the Customer's equipment via any remote access feature(s);
- D. any and all calls placed to an toll-free (e.g., 800, 888) service number provided to the Customer by the Company.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Billing and Payment for Service, (Cont'd.)

2.5.2 Payment for Service

Terms of payment are subject to the rules of the PSC of Kentucky. Contested charges will be handled in accordance with 807 KAR 5:006, Section 9.

- A. All charges due by the Customer are payable to the Company or any agent duly authorized to receive such payments. This includes payment for calls or services originated at the Customer's number(s); placed using a Prepaid Card as a form of payment regardless of the purchaser of the card or the originating location of the call; incurred at the specific request of the Customer. Payments for service provided in association with Company-issued Prepaid Accounts must be received by the Company or its authorized agent prior to the activation of the Customer's Prepaid Account. The billing agent may be the Company, a local exchange telephone company, credit card company, or other billing service. Terms of payment shall be according to the rules and regulations of the agent and subject to the rules of regulatory bodies having jurisdiction. Any objections to billed charges must be promptly reported to the Company or its billing agent. Adjustments to Customers' bills shall be made to the extent that circumstances exist that reasonably indicate that such changes are appropriate.
- B. Disputes with respect to charges must be presented to the Company in writing within one hundred (120) days from the date the bill in question is issued or such bill will be deemed correct and binding on the Customer.
- C. Unless otherwise specified below, services provided by the Company are billed in arrears directly to the Customer on a monthly basis.
- D. Charges for third party calls which are charged to a domestic telephone number will be included on the Billed Party's local exchange telephone company bill pursuant to billing and collection agreements established by Phone1 or its intermediary with the applicable telephone company.
- E. Charges for credit card calls will be included on the Billed Party's regular monthly statement from the card-issuing company.

(N)

(N)

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Billing and Payment for Service, (Cont'd.)

2.5.3 Deposits

The Company does not collect Customer Deposits.

2.5.4 Advance Payments

The Company does not collect Advance Payments.

2.5.5 Late Payment Charge

If any portion of the payment is not received by the Company, or if any portion of the payment is received by the Company in funds that are not immediately available, thirty (30) days following the invoice date, then a late payment penalty shall be due the Company. The late payment penalty shall be that portion of the payment not received by the date due minus any charges billed as local taxes multiplied by 1.5%. In compliance with 807 KAR 5:006, §8(3)(h), late payment fees will only be assessed once on any past due balance. Additionally penalty charges shall not be assessed on unpaid penalty charges.

2.5.6 Return Check Charge

The Company will assess a return check charge of \$25.00, whenever a check or draft presented for payment of service is not accepted by the institution on which it is written. This charge applies each time a check is returned to the Company by a bank for insufficient funds. In addition, the Company reserves the right to place the Available Usage Balance for the Customers Prepaid Account on hold until the check or draft clears or is paid.

(N)
(N)

2.5.7 Customer Complaints and/or Billing Disputes

Customers have the right to refer billing disputes and any other complaints to Company at 100 North Biscayne Boulevard, 25th Floor, Miami, Florida 33132, or via telephone by dialing 1-866-674-6631. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Kentucky Public Service Commission in accordance with the Commission's rules of procedure. The address and toll-free telephone number of the Commission is as follows:

Kentucky Public Service Commission
211 Sower Boulevard
Frankfort, KY 40602
1-800-772-4636

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Billing and Payment for Service, (Cont'd.)

2.5.8 Taxes and Fees

2.5.8.1 All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items on the Customer's bill and are not included in the quoted rates and charges set forth in this tariff. To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.

2.5.8.2 The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund (USF) and compensation to pay telephone service providers for the use of their pay telephones to access the Company's service.

2.5.9 Bill Format

Bills rendered to Customers by the Company contains the following information:

Date of Bill Rendering	Company Name
Service Dates	Due Date
Past Due Date	Current Amount Due
Past Due Amount (if applicable)	Date and Time of each call
Originating location & terminating number	Call duration
Call type	Total Charges per Call
Total Charges for Company Services	Taxes
Toll Free Customer Service Number:	(866) 674-6631

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.6 Refusal or Discontinuance by Company

The Company may refuse or discontinue service under the following conditions. Unless otherwise specified, the Customer or Subscriber will be given five (5) days written notice and allowed a reasonable time to comply with any rule or remedy any deficiency.

- 2.6.1** For non-compliance with and/or violation of any State or municipal law, ordinance or regulation pertaining to telephone service.
- 2.6.2** For the use of telephone service for any other property or purpose other than that described in the application.
- 2.6.3** For neglect or refusal to provide reasonable access to the Company for the purpose of inspection and maintenance of equipment owned by the Company.
- 2.6.4** For non-compliance with and/or violation of the Commission's regulations or the Company's rules and regulations on file with the Commission.
- 2.6.5** For non-payment of bills for telephone service.
- 2.6.6** Without notice in the event of Customer, Authorized User or Subscriber use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.
- 2.6.7** Without notice in the event of tampering with the equipment furnished and owned by the Company.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.6 Refusal or Discontinuance by Company, (Cont'd.)

2.6.8 Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Subscriber to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.

2.6.9 For failure of the Customer or Subscriber to make proper application for service.

2.6.10 For Customer's or Subscriber's breach of the contract for service between the Company and the Customer, including posting or access requirements as specified to comply with state and federal regulations.

2.6.11 When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

2.6.12 For Customer's breach of contract for service between the Company and the Customer.

2.6.13 For non-payment of any amount past due to the Company by the Customer, including non-payment of a Customer Account Renewal of a fully depleted balance.

2.6.14 When the Available Account Balance of a non-renewable account is depleted to a level insufficient to place a one-minute call to the location of least cost.

2.6.15 When the established expiration date of the Prepaid Account is reached.

2.7 Cancellation by Customer

2.7.1 Customers may cancel service at any time, either verbally or in writing. Customers are responsible for all charges up through the actual disconnect date. Charges may be avoided by dialing another carrier's access code.

2.7.3 For prepaid services, the Customer may cancel service by fully depleting the available balance of the Customer account and/or by not renewing a renewable account.

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(N)

**PUBLIC SERVICE COMMISSION
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4/13/2006
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)**

By



Executive Director

KYo0601

Phone1, Inc.
100 North Biscayne Boulevard, 25th Floor
Miami, Florida 33132
Issued by: Jon Leath, Director-Operator Services/Regulatory

Kentucky Tariff No. 1
Original Page 19

RESALE COMMON CARRIER SERVICE

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.8 Interruption of Service

Credit allowance for the interruption of service which is not due to the Company's testing or adjusting, negligence of the Customer, or to the failure of channels or equipment provided by the Customer, are subject to the general liability provisions set forth in 2.4 herein. It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer within his control, or is not in wiring or equipment, if any, furnished by the Customer. Credit allowances for interruptions of service are limited the initial minimum period charge incurred to re-establish the interrupted call.

2.9 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.10 Other Rules

The Company may temporarily suspend service without notice to the Customer, by blocking traffic to certain cities of NXX exchanges, or by blocking calls using certain Personal Account Codes when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as service can be provided without undue risk.

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By 
Executive Director
K100400

Phone1, Inc.
100 North Biscayne Boulevard, 25th Floor
Miami, Florida 33132
Issued by: Jon Leath, Director-Operator Services/Regulatory

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.11 Responsibilities of Aggregators

In addition to the responsibilities of Aggregators in their capacities as Subscribers, Aggregators must also adhere to the following requirements:

2.11.1 Aggregators must post on the telephone instrument, in plain view of Authorized Users:

- A. The name, address, and toll-free telephone number of the provider of operator services; and
- B. A written disclosure that the rates for all operator-assisted calls are available on request, and that Authorized Users have a right to obtain access to the intrastate common carrier of their choice and may contact their preferred intrastate common carriers for information on accessing that carrier's service using that telephone; and
- C. The name and address of the enforcement division the Federal Communications Commission, to which the Authorized User may direct complaints regarding Operator Services; and
- D. Any other information required by state or federal regulatory agencies or law.

2.11.2 Aggregators must ensure that each of its telephones pre-subscribed to a provider of operator services allows the Authorized User to use "800" and "950" access code numbers to obtain access to the provider of operator services desired by the Authorized User.

2.11.3 Phone1 shall withhold payment (on a location-by-location basis) of any compensation, including commissions, to Aggregators if Phone1 reasonably believes that the Aggregator (i) is blocking access by means of "950" or "800" numbers to intrastate common carriers in violation of The Telephone Consumer Protection Act of 1990 paragraph 3.4.1.B.; or (ii) is blocking access to equal access codes in violation of rules the Federal Communication Commission and/or the Kentucky Public Service Commission may prescribe.

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By 
Executive Director
KTo0400

Phone1, Inc.

100 North Biscayne Boulevard, 25th Floor

Miami, Florida 33132

Issued by: Jon Leath, Director-Operator Services/Regulatory

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.12 Responsibilities of the Subscriber

- 2.12.1** The Subscriber is responsible for placing any necessary orders, for complying with tariff regulations, and for ensuring that Authorized Users comply with tariff regulations. The Subscriber is also responsible for the payment of charges for calls originated at the Subscriber's premises that are not collect, third party, calling card, or credit card calls.
- 2.12.2** The Subscriber is responsible for charges incurred for special construction and/or special facilities that the Subscriber requests and which are ordered by Phone1 on the Subscriber's behalf.
- 2.12.3** If required for the provision of Phone1' Services, the Subscriber must provide any equipment space, supporting structure, conduit, and electrical power without charge to Phone1.
- 2.12.4** The Subscriber is responsible for arranging ingress to its premises at times mutually agreeable to it and Phone1 when required for Phone1 personnel to install, repair, maintain, program, inspect, or remove equipment associated with the provision of Phone1' Services.
- 2.12.5** The Subscriber shall ensure that its terminal equipment and/or system is properly interfaced with Phone1' facilities or services, that the signals emitted into Phone1' network configuration are of the proper mode, bandwidth, power, and signal level for the intended use of the Subscriber and in compliance with the criteria set forth in Part 68 of the Code of Federal Regulations, and that the signals do not damage equipment, injure personnel, or degrade service to other Subscribers.
- 2.12.6** If the Subscriber fails to maintain the equipment and/or the system properly, with resulting imminent harm to Phone1' equipment, personnel, or the quality of Service to other Subscribers or Customers, Phone1 may, upon written notice, require the use of protective equipment at the Subscriber's expense. If this fails to produce satisfactory quality and safety, Phone1 may, upon written notification, terminate the Subscriber's service.
- 2.12.7** The Subscriber must pay Phone1 for replacement or repair of damage to the equipment or facilities of Phone1 caused by negligence or willful act of the Subscriber, its Authorized Users, or others, or by improper use of equipment provided by the Subscriber, Authorized Users, or others.
- 2.12.8** The Subscriber must pay for the loss through theft or fire of any of Phone1 equipment installed at Subscriber's premises.

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Executive Director
KY0400

Phone1, Inc.
100 North Biscayne Boulevard, 25th Floor
Miami, Florida 33132
Issued by: Jon Leath, Director-Operator Services/Regulatory

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.13 Responsibilities of the Customer

- 2.13.1** The Customer is responsible for compliance with the applicable regulations set forth in this tariff as well as all rules and regulations of the state utility commission and the FCC.
- 2.13.2** The Customer is responsible for identifying the station, party, or person with whom communication is desired and/or made at the called number.
- 2.13.3** The Customer is responsible for providing Phone1 with a valid method of billing for each call. Phone1 reserves the right to validate the credit worthiness of users through available credit card, calling card, called number, third party telephone number, and room number verification procedures. Where a requested billing method cannot be validated, the user may be required to provide an acceptable alternate billing method or Phone1 may refuse to place the call.

2.14 Validation of Credit

The Company reserves the right to validate the creditworthiness of Customers and billed parties through available verification procedures. Where a Customer's creditworthiness is unacceptable to the Company, Phone1 may refuse to provide service, require a deposit or advance payment, or otherwise restrict or interrupt service to a Customer.

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By 
Executive Director
KY00400

Phone1, Inc.
100 North Biscayne Boulevard, 25th Floor
Miami, Florida 33132
Issued by: Jon Leath, Director-Operator Services/Regulatory

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SECTION 3 - DESCRIPTION OF SERVICES AND RATES

3.1 General

Phone1 will provide operator assisted services for communications originating and terminating within the State of Kentucky under terms of this tariff.

3.2 Timing of Calls

3.2.1 Timing for all calls begins when the called party answers the call (i.e. when two-way communications are established). Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.

3.2.2 Chargeable time for all calls ends when either one of the parties disconnects from the call.

3.2.3 The minimum call duration and additional billing increments are specified on a per product basis in this section of the tariff.

3.2.4 The Company will not bill for incomplete calls.

3.3 Holidays

The Company does not offer rate discounts for calls placed on state or federal holidays.

3.4 Rate Periods

The Company does not rate calls based on time of day.

3.5 Calculation of Distance

The Company does not rate calls based on distance.

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Executive Director KY0400

Phone1, Inc.
100 North Biscayne Boulevard, 25th Floor
Miami, Florida 33132
Issued by: Jon Leath, Director-Operator Services/Regulatory

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SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

3.6 Public Telephone Surcharge

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access the Company service and is unrelated to the Company's service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the "#" symbol).

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Per Call Charge: \$0.69 (I)

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By 
Executive Director
KY0501

Phone1, Inc.
100 North Biscayne Boulevard, 25th Floor
Miami, Florida 33132
Issued by: Jon Leath, Director-Operator Services/Regulatory

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RESALE COMMON CARRIER SERVICE

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SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

3.7 Operator Assisted Services

The Company provides the Customer operated assisted Services to aggregator locations on a per call service charge basis. In addition to the per call service charge, mileage-sensitive usage rates apply. The Company's operator services are accessible on a twenty-four (24) hour per day, seven (7) days per week basis. Operator services may be accessed through traditional dialing patterns or via access code dialing.

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The use of the Company's operator services allows the Customer to select from the special call handling or billing arrangements specified within. Call rates and applicable service charges will be assessed to the call originator, the called party's telephone number based on the call type (i.e. operator dialed, collect, third party billed, credit card billed or Customer dialed credit card billed without the use of an operator's assistance) initiated by the call originator and the appropriate acknowledgement of other parties, where applicable.

Customer Dialed Calling/Credit Card Call - This charge applies in addition to long distance usage charges for station to station calls billed to an authorized Calling Card or Commercial Credit Card. The Customer must dial the destination telephone number where the capability exists for the Customer to do so. A separate rate applies in the event operator assistance is requested for entering the Customer's card number for billing purposes.

Operator Dialed Calling/Credit Card Call - This charge applies in addition to long distance usage charges for station to station calls billed to an authorized telephone Calling Card or Commercial Credit Card and the operator dials the destination telephone number at the request of the Customer.

Operator Station - These charges apply in addition to long distance usage charges for non-Person-to-Person calls placed using the assistance of a Company operator and billed Collect, to a Third Party, by deposit of coins in Pay Telephones, or via some method other than a Calling Card or Commercial Credit Card.

Person-to-Person - This charge applies in addition to long distance usage charges for calls placed with the assistance of a Company operator to a particular party at the destination number. This charge applies regardless of billing method, including but not limited to billing to a Calling Card, Commercial Credit Card, Collect, by deposit of coins in Pay Telephones, or to a Third Party. Charges do not apply unless the specified party or an acceptable substitute is available.

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By 
Executive Director
Ky0501

Phone1, Inc.
100 North Biscayne Boulevard, 25th Floor
Miami, Florida 33132
Issued by: Jon Leath, Director-Operator Services/Regulatory

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SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

3.7 Operator Assisted Services, (Cont'd.)

3.7.1 Standard Rate Plan

(T)

IntraLATA / InterLATA Usage Rates

Calls are billed in one (1) minute increments after an initial period, for billing purposes, of one minute.

All calls except Sent Paid Coin

All Mileage Bands

All Times of Day

Rate Per Call: \$0.69

Per Call Service Charges:

Customer Dialed, Automated: \$4.95

Operator Dialed Calling Card Station: \$5.50

	<u>Automated</u>	<u>Operator Assisted</u>
Collect:	\$3.95	\$5.50
Billed to Third Party:	\$3.95	\$6.50

Person-to-Person \$9.95

(D)

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By 
Executive Director 100502

Phone1, Inc.

100 North Biscayne Boulevard, 25th Floor

Miami, Florida 33132

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SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

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By 
Executive Director **KY0502**

Phone1, Inc.
100 North Biscayne Boulevard, 25th Floor
Miami, Florida 33132
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SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

3.8 Busy Line Verification and Interrupt Service

Upon request of a calling party the Company will verify a busy condition on a designated local service line. The operator will determine if the line is clear or in use and report to the calling party. At the request of the Customer, the operator will interrupt the call on the busy line. Emergency Interruption is only permitted in cases where the calling party indicates an emergency exists and requests interruption.

If the Customer has the operator interrupt a call, both the Busy Line Verification and the Emergency Interrupt charge will apply.

No charge will apply when the calling party advises that the call is to or from an official public emergency agency. Busy Verification and Emergency Interrupt Service is furnished where and to the extent that facilities permit.

The Customer shall identify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

	<u>Per call</u>
Busy Line Verification	\$5.00 (I)
Emergency Interruption	\$5.00 (I)

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Executive Director
KY00501

Phone1, Inc.
100 North Biscayne Boulevard, 25th Floor
Miami, Florida 33132
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SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

3.9 Aggregator Service

Aggregator Service is provided for pay telephone owners who presubscribe their pay telephones to Phone1 for direct dial or sent paid calls originating at their premises. This service requires that pay telephone end users deposit coins in order to complete an intraLATA or interLATA call.

IntraLATA:	3 minute minimum	\$0.50
	Each Additional 3 minutes:	\$0.50
InterLATA:	2 minute minimum	\$0.50
	Each Additional 2 minutes:	\$0.50

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By 
Executive Director KY00400

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100 North Biscayne Boulevard, 25th Floor
Miami, Florida 33132
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SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

3.10 Directory Assistance

A Directory Assistance charge applies to each call to the Directory Assistance Bureau. Two (2) requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call, regardless of whether the Directory Assistance Bureau is able to furnish a requested telephone number.

Per Call Charge: \$1.25

3.11 Bill Statement Fee

The Company may impose a Bill Statement Fee to calls billed as part of the Customer's local telephone bill.

Monthly charge, per bill statement: \$2.49

(N)

(N)

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By 
Executive Director KY 0502

Phone1, Inc.

100 North Biscayne Boulevard, 25th Floor
Miami, Florida 33132

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SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)**3.12 Phone1 Toll Services****A. Phone1 Prepaid Calling Card with PIN Service**

Phone1 Prepaid Calling Card service allows the Customer to place calls on a prepaid basis while away from the home or office. The Customer must dial local or toll free access number and a special access code before completing the call. Calls are billed in one (1) minute increments with an initial calling period of one (1) minute. For calls made from a pay telephone, the Pay Telephone Surcharge applies in addition to the rates for the Pre-Paid Call.

Local Access	
Per minute rate:	\$0.0182
Toll Free Access	
Per minute rate:	\$0.0382
Maintenance Fee:	\$0.75 after first use \$0.50 every 3 days thereafter

(N)

(N)

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Executive Director

KYo0601

Phone1, Inc.

100 North Biscayne Boulevard, 25th Floor
Miami, Florida 33132

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SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

3.12 Phone1 Toll Services, (Cont'd.)

(N)

B. Phone1 Club – PINLess Prepaid Toll Service

Phone1 Club PINLess Prepaid Toll Service is an outbound calling plan that is accessed via a Company-designated local access or toll-free access number. Calls are billed in one (1) minute increments following a minimum billing period of one (1) minute. There is no monthly minimum usage and no per call charge. The plan does not require that the Customer be presubscribed to the Company, nor does it require an authorization code. The plan only requires that the calling number be recognized as belonging to a Customer account, who registers for the service via the Company's website or by contacting the Company's customer service. Calls from a number not registered or recognized require entering the Customer account number. Customers will be able to access call detail and billing records on-line via the Company's web site.

Per minute rate:

\$0.0500

(N)

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Executive Director

KYo0601

Phone1, Inc.

100 North Biscayne Boulevard, 25th Floor

Miami, Florida 33132

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SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

3.12 Phone1 Toll Services, (Cont'd.)

C. Phone1 Club Prepaid Toll Service

Phone1 Club Prepaid Toll Service is a direct dial prepaid outbound calling plan where the Company is selected by the Customers as the presubscribed carrier for registered telephone numbers through a Letter of Agency. Calls are billed in (1) minute increments following a minimum billing period of one (1) minute. There is no monthly minimum usage and no per call charge. Calls made away from presubscribed lines will require the use of an access number, require the Customer's appropriate account number and/or PIN. Customers will be able to access call detail and billing records on-line via the Company's web site.

Per minute rate:

\$0.0500

(N)

(N)

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Executive Director

KYo0601

Phone1, Inc.

100 North Biscayne Boulevard, 25th Floor
Miami, Florida 33132

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SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

3.12 Phone1 Toll Services, (Cont'd.)

D. Residential and Business Toll Service

Residential and Business Toll Service is a switched outbound service that is available to business and residential Customers for outbound calling from presubscribed lines. Calls are billed in one (1) minute increments after the initial minimum period of one (1) minute and originate and terminate on Customer-provided switched access lines. Rates are not mileage or time-of-day sensitive. Calls made away from presubscribed lines will require the use of an access number and PIN. Service will be direct billed by the Company.

Per minute rate: \$0.0500

(N)

(N)

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By 

Executive Director
KY00601

Phone1, Inc.
100 North Biscayne Boulevard, 25th Floor
Miami, Florida 33132
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SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

3.12 Phone1 Toll Services, (Cont'd.)

E. Phone1 Joint Use Pre-Authorized Card Service

Phone1 Joint Use Pre-Authorized Card Service allows for outbound calling over the Phone1 network through a Company-approved joint use card with a commercial credit card institution. The card may be used for traditional non-telecommunications purchases, may be used for telephone calling via a toll free access number, or may be used for a combination of both telecommunications and non-telecommunications services. Calls are billed in one (1) minute increments after the initial minimum period of one (1) minute and originate and terminate on Customer-provided switched access lines. Rates are not mileage or time-of-day sensitive.


Per minute rate: \$0.0500

(N)

(N)

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Executive Director

KYo0601

Phone1, Inc.

100 North Biscayne Boulevard, 25th Floor

Miami, Florida 33132

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SECTION 4 - PROMOTIONS

4.1 Promotions - General

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some of all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration, not to exceed 90 days, or by offering premiums or refunds of equivalent value. Such promotions shall be made available to all similarly situated Customers in the target market area. All promotions will be filed with the Commission prior to offering them to Customers.

4.2 Demonstration of Calls

From time to time the Company shall demonstrate service by providing free test calls of up to four (4) minutes duration over its network.

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Executive Director **KY00400**

Phone1, Inc.

100 North Biscayne Boulevard, 25th Floor

Miami, Florida 33132

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SECTION 5 - CONTRACT SERVICES

5.1 General

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Contract services will be available to similarly situated Customers. All contracts will be filed with the Commission for approval.

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
09/10/2004
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)**

By 
Executive Director **KY 0400**

EXHIBIT D

Phone1, Inc.

Sample Bill

Customers will be billed through their local telephone company. Phone1 will utilize the billing clearinghouse of Billing Concepts for billing purposes. Phone1' toll-free telephone number for customer inquiries and complaints is 866-674-6631. The Customer Service Department is 24 hours per day, 7 days per week.

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